

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCKMAC Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Thirteenth day of December in the year of our Lord, One thousand nine hundred and two, between John A. Barrett an unmarried man of Kabonasa in the County of Douglas and State of Kansas, of the first part, and Fannie Hirkland of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, he X sold, and by these presents do X grant, bargain, sell and mortgage to the said part of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

That portion of the south east quarter of section No sixteen (16) in township No. Thirteen (13) of Range No. Twenty (20), described as follows. Begin at a point sixteen (16) chains and ninety (90) links south and thirteen (13) chains and seventy nine (79) links east of the north west corner of the south east quarter of section No. 16 of township 13 Range 20, thence east parallel with the north boundary of said quarter section six (6) chains and forty six (46) links, thence south, seven (7) chains and fifty eight (58) links to the center of Kabonasa Creek, thence up the channel of said creek north 80° west two (2) chains, north 68° west four (4) chains, north 40° west one (1) chain, thence north fifteen (15) chains and six (6) links to the place of beginning, containing Ten (10) and sixty seven hundredths ($\frac{67}{100}$) acres of land - more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars, two years after date hereof and interest at seven percent per annum according to the terms of one certain note and coupons this day executed and delivered by the said party of the first part to the said party of the second part payable at the Merchant National Bank in the City of Lawrence in said County and State.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the money's arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to the party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part ha h hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

John A. Barrett [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 17th day of December A. D. 1902, before me

Joseph E. Riggs a Notary Public in and for said County and State, came John A. Barrett, an unmarried man,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Nov. 29th 1904 Joseph E. Riggs Notary Public.

Filed for Record the 27th day of Dec. A. D. 1902 at 10⁵⁰ o'clock A. M.

E. B. Soman Register of Deeds.

By Billie B. Soman Deputy.

The following is enclosed in the original instrument.
The note, having been signed by him, part in full
this mortgage is hereby released and the same is
discharged. As witness my hand this 4 day of December, 1902.
By M. Neumann, Notary Public.

Recorded Nov 4th 1904.
Attest my hand
Register of Deeds.

The following is enclosed in the original instrument.
The note, having been signed by him, part in full this mortgage
is hereby released and the same is discharged.
Recorded January 2nd 1904
Attest my hand
Register of Deeds.